

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SOUTHWESTERN BELL MOBILE SYSTEMS,
LLC

Plaintiff and
Defendant-In Counterclaim,

v.

CHRISTOPHER P. KUHN,
Defendant and
Plaintiff-In Counterclaim

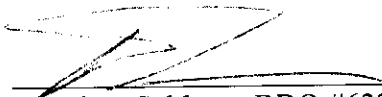
C.A. No.: 04-CV-11584 PBS

STIPULATION

The parties to the above action hereby stipulate and agree as follows:

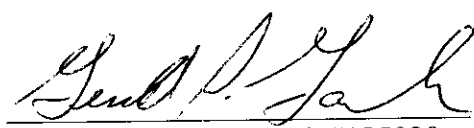
Christopher P. Kuhn ("Landlord") may cash and negotiate any and all prior and future payments from Southwestern Bell Mobile Systems, LLC ("Tenant") without prejudice to Landlord's allegation in this action or the relief sought by the Landlord. This stipulation shall in no way affect the Tenant's right to contend that the lease agreement between the parties remains in full force and effect.

SOUTHERN BELL MOBILE
SYSTEMS, LLC
By its attorneys,


Jonathan Sablone, BBO #632998
Juan A. Concepcion, BBO #658908
NIXON PEABODY LLP
100 Summer Street
Boston, MA 02110-2131
(617) 345-1000

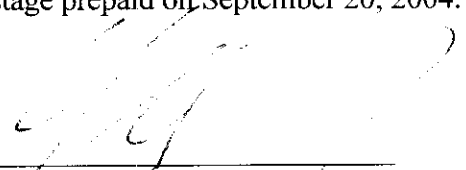
Dated: September 15, 2004

CHRISTOPHER P. KUHN
By its attorneys,


Gerald S. Garnick, BBO #185920
Lois M. Farmer, BBO# 552142
Alex M. Rodolakis, BBO# 567781
Garnick & Scudder, P.C.
32 Main Street
Hyannis, MA 02601
(508) 771-2320

CERTIFICATE OF SERVICE

I, Gerald S. Garnick, Esq., attorney for the defendant, hereby certify that I served the foregoing Stipulation, on the plaintiff, by mailing a copy thereof to: Jonathan Sablone, Esq., Nixon Peabody, LLP, 100 Summer Street, Boston, MA 02110, postage prepaid on September 20, 2004.



Gerald S. Garnick, Esq.
GARNICK & SCUDDER, P.C.
32 Main Street
Hyannis, MA 02601